



ENTERED
12/03/2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: ASAIG, LLC, ET AL. Debtors.	§ § § § §	Case No. 20-35600 (MI) (Chapter 11)
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**ORDER (I) AUTHORIZING DEBTORS TO
UTILIZE CASH COLLATERAL AND (II) GRANTING ADEQUATE
PROTECTION TO THE REVOLVING AGENT AND COLLATERAL AGENT**

IT IS HEREBY ORDERED THAT:

1. ASAIG, LLC (“**ASAIG**”) and Aztec / Shaffer, LLC (the “***Aztec/Shaffers***”), as debtors and debtors in possession (the “***Debtors***”) in the above-captioned chapter 11 cases (the “***Chapter 11 Cases***”), are hereby authorized to use the cash collateral (as such term is defined in section 363(a) of the Bankruptcy Code, the “***Cash Collateral***”) of (i) Texas Capital Bank, National Association, as Revolving Agent, L/C Issuer, and a Revolving Lender¹ (in such capacities, “***TCB***” or the “***Revolving Agent***”) and (ii) the Cortland Capital Market Services LLC, as the Term Loan Administrative Agent and Collateral Agent (in such capacities, the “***Collateral Agent***”), each in such capacities under the First Lien Credit Agreement, only in accordance with the terms and conditions provided in this order (the “***Order***”) solely to make payments included in the budget attached hereto as **Exhibit A**.

2. The Revolving Agent (or the Collateral Agent on its behalf) and the Collateral Agent on behalf of the Term Loan are entitled, pursuant to sections 361, 363(c)(2), and 363(e) of

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in that certain First Lien Credit Agreement dated as of February 13, 2019, by and among Aztec/Shaffer, LLC, a Texas limited liability company, as Borrower, ASAIG, LLC, a Texas limited liability company, as Guarantor, Cortland Capital Market Services LLC, as the Term Loan Administrative Agent and Collateral Agent, TCB, as the Revolving Agent, L/C Issuer, and a Revolving Lender, and the other lenders party thereto (as amended, restated, supplemented, or otherwise modified from time to time, the “***First Lien Credit Agreement***”)

the Bankruptcy Code, to adequate protection of their interest in property of the Debtors' estates, and the Debtors shall be obligated to provide such adequate protection to the extent that the automatic stay or any use, sale or lease, or any grant of a lien results in decrease in the value of the Revolving Agent's (or Collateral Agent on its behalf) or the Collateral Agent's interests in the Collateral (as defined in the First Lien Credit Agreement, and hereafter referred to as the "**Prepetition Collateral**") and/or the Cash Collateral from and after the petition date (such decrease in value, the "**Adequate Protection Obligations**"). In consideration for the Debtors' use of Cash Collateral and as adequate protection for, and to secure payment of the Adequate Protection Obligations, the Revolving Agent (or the Collateral Agent on its behalf) and Collateral Agent (on behalf of the Term Loans) are hereby granted effective as of the petition date (without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statement or other agreements), valid, binding, continuing, enforceable, unavoidable, and automatically perfected replacement liens and security interests in and upon (a) all Prepetition Collateral and (b) all assets and properties of the Debtors' estates, whether now owned or hereafter acquired, including, without limitation, all personal and real property of the Debtors' estates and all products, proceeds, rents, and profits thereof, including any such property that is not subject to any lien or security interest (collectively the "**Adequate Protection Liens**," and the Prepetition Collateral subject to such Adequate Protection Liens, the "**Adequate Protection Collateral**"). The Adequate Protection Liens granted herein shall be subject to any other valid, perfected, and unavoidable liens and security interests of any other secured creditor in any assets of the Debtors existing on the petition date, granted by prior order of this Court, or that are perfected thereafter in accordance with section 546(b) of the Bankruptcy Code that are senior in priority under applicable

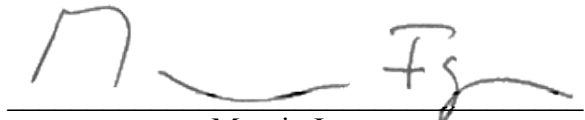
law to the liens and security interests granted under the Loan Documents in the Prepetition Collateral.

3. To the extent any adequate protection is insufficient to adequately protect the Revolving Agent's or the Collateral Agent's interest in the Prepetition Collateral and the Adequate Protection Collateral, the Revolving Agent and the Collateral Agent are hereby granted superpriority administrative claims and all of the other benefits and protections allowable under section 507(b) of the Bankruptcy Code that shall secure the Adequate Protection Obligations (the "*Adequate Protection Claims*").

4. The Debtors authority to use Cash Collateral shall expire at 5 p.m. (Prevailing Central Time) on Tuesday, December 8, 2020, unless the Revolving Agent and Collateral Agent consent, in their sole and absolute discretion, to the further use of Cash Collateral.

5. This Court shall have and retain exclusive jurisdiction to enforce the terms of this Order and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Order.

Signed: December 03, 2020



Marvin Isgur
United States Bankruptcy Judge

EXHIBIT A

Budget

BUDGET

<u>Type</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Critical Vendor	Sunbelt Rentals	\$32,500	Forklift Rentals
Critical Vendor	Herc Rentals	\$735	Equipment Rentals
Critical Vendor	Texas Outhouse	\$68,750	Equipment Rentals
Critical Vendor	Extended Stay America	\$14,000	Lodging/Hotel
Critical Vendor	Woodspring Suites Houston	\$10,000	Lodging/Hotel
Critical Vendor	Event Carpet Pros	\$12,150	Carpet/Mexh
Critical Vendor	Ben Textiles	\$700	Swag/Merchandise
Critical Vendor	WEX (Gasoline)	\$1,750	Fuel for Vehicles
Critical Vendor	Bay Oil (Diesel)	\$1,450	Fuel for Vehicles
Software	Comcast- 963186360	\$1,941	Phone service provided by Comcast Business for 601 and Tanner locations
Software	COMCAST BUSINESS- 933734179	\$2,655	Internet service provided by Comcast for 601 and Tanner locations
Software	Elevology/Elevate Technology (2)	\$1,072	Website hosting, Virtual Dedicated Server for Shaffersports.com and other websites and domains, antivirus and endpopint protection
Software	Microsoft (6)	\$5,099	Office 365 services including Email, Sharepoint, Visio, Project and Audio Conferencing
Software	Point of Rental	\$6,250	Aztec sales software and application as well as licenses for users
Software	Vision 33	\$845	SAP maintenance and support for SAP accounting software
	TOTALS	\$159,897	